

6.3 Wireless Traffic

Section 6.3 sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for calls terminating through the Parties' respective wireline switching networks within a LATA over the Traffic Exchange trunk groups. Each Party shall be compensated under this Section 6.3 only to the extent that it has not otherwise already been compensated directly from the Commercial Mobile Radio Service ("CMRS") Provider under other tariffs, settlement agreements or contracts. This Section 6.3 is subject to the terms and conditions of applicable tariffs.

6.3.1 SWBT will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for terminating traffic (i.e., that traffic which is delivered by a CMRS Provider to SWBT for termination at a point on the intraLATA wireline switching network). On jointly provided Wireless Interconnection Service, SWBT shall distribute a portion of the Local Transport (LT) Revenues to MCIm for its part in terminating traffic from the CMRS Provider. SWBT shall distribute applicable Local Switching (LS), and Carrier Common Line (CCL) charges, and Residual Interconnection Charge (RIC), if any, which are collected from the CMRS Provider to MCIm. When traffic is originated by either Party to a CMRS Provider which cannot be specifically identified as CMRS Provider traffic, such traffic will be treated as end user-to-end user traffic and the appropriate compensation rate will apply. If either Party enters into an interconnection agreement with a CMRS Provider which would require compensation for such traffic, MCIm and SWBT agree to meet and negotiate a new compensation agreement for this jointly handled traffic. However, all traffic shall continue to be completed during the pendency of such negotiations, and at such time as the Parties mutually agree on such new compensation arrangement, an estimate will be made of the volume of traffic transited during the pendency of those negotiations with an adjustment made to the compensation paid during that time, such adjustment to include amounts paid by the transiting company to a CMRS Provider due to traffic originating from the other Party.

6.3.2 Distribution of revenues will be computed using the rate elements as defined in SWBT's applicable Wireless Interconnection Tariff.

6.3.3 For Terminating Traffic, actual monthly wireless MOU for each office in the LATA will be measured by SWBT or provided to SWBT by the CMRS Provider in those cases where SWBT is unable to measure the actual terminating usage.

6.3.4 SWBT will prepare a revenue and usage statement on a monthly basis. Within ninety (90) calendar days after the end of each billing period, SWBT shall remit the compensation amount due MCIm. When more than one compensation amount is due, they may be combined into a single payment. No distribution shall be made for revenue SWBT is unable to collect, unless its inability to collect such revenue is due to its own negligence.

6.3.5 The revenue and usage statement will contain the following information:

6.3.5.1 The number of MOU for each MCIm end office, the corresponding rate elements to be applied to the MOU for each end office, and the resulting revenues;

6.3.5.2 The total of the MOU and revenues for MCIm;

6.3.5.3 The percent ownership factor used to calculate the distribution of Local Transport revenues; and,

6.3.5.4 Adjustments for uncollectibles.

6.3.6 The Parties agree that revenue distribution under this Section 6.3 will apply as of the Interconnection Activation Date. SWBT will start revenue distribution on usage within 90 calendar days from that date.

6.3.7 SWBT will apply the Transit Traffic rate to MCIm for calls which originate on MCIm's network and are sent to SWBT for termination to a CMRS Provider as long as such Traffic can be identified as Wireless Traffic. Similarly, in the event calls which originate on SWBT's network are sent to MCIm for termination to a CMRS Provider, MCIm will apply the Transit Traffic rate to SWBT for those calls.

6.3.8 SWBT agrees to accept CMRS Provider Terminating Traffic from MCIm under terms and conditions no less favorable to SWBT than those that apply to MCIm in this Section 6.3.

SWBT 6.3.8-1 **MCIm shall pay the Local Transit Traffic rate to SWBT for calls that originate on MCIm's network and are sent to SWBT for termination to a CMRS Provider as long as such Traffic can be identified as wireless traffic. SWBT shall pay the Local Transit Traffic rate to MCIm for such calls that originate on SWBT's network and are sent through MCIm for termination on a CMRS provider's network. Each Party shall be responsible for interconnection agreements with CMRS providers for terminating compensation regarding traffic originating on the Party's network and terminating on the CMRS provider's network. the originating Party agrees to indemnify the transiting Party for any claims of compensation that may be made by the CMRS provider against the transiting Party regarding compensation for such traffic.**

SWBT 6.3.8-2 **When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and MCIm, the traffic will be rated either as Local, Optional or Access and the appropriate compensation rate shall be paid by the originating Party to the transiting Party.**

6.4 Feature Group A Traffic.

The Parties shall divide compensation of Feature Group A traffic between their subscribers in accordance with the terms and conditions of the Pricing Schedule in Exhibit 1 FGA, attached.

EXHIBIT I FGA

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FGA- 1

Key: Regular Text = MCIm/SWBT negotiated language; **Bold Text** = MCIm language disagreed to by SWBT; *Italics* = Missouri PSC Arbitration Award and stipulation language. ***Bold Italics*** = *Conformed to Award but disagreed to by SWBT*. **Bold Underline** = SWBT language disagreed to by MCIm.

EXHIBIT 1 FGA

This Exhibit 1 to this Attachment IV; Compensation, sets forth the terms and conditions under which the Parties will distribute revenue from the joint provision of Feature Group A (FGA) Switched Access Services.

These services will be provided within a Local Access and Transport Area (LATA) and/or an Extended Area Service (EAS) arrangement. The Primary Company will compensate the Secondary Company only to the extent that it has not already been compensated under its interstate or intrastate access service tariffs or other settlement/contract arrangements. This Exhibit is subject to applicable tariffs.

1.0 Definitions

- 1.1 Local Access and Transport Area (LATA) means a pre-established geographic area encompassing one or more local exchange areas within which a Party may provide telecommunications services.
- 1.2 The term Extended Area Service (EAS) as used in this Exhibit means the provision of message telephone exchange service between two or more local exchange service areas without a toll charge.
- 1.3 Subscriber Access Lines will mean a communication facility provided under a general and/or exchange service tariff extended from a customer premise to a central office switch which may be used to make and receive exchange service calls, intrastate toll service or interstate toll service calls.
- 1.4 Feature Group A Switched Access Service includes all facilities and services rendered in furnishing FGA access service, both in EAS and non-EAS (i.e., LATA wide terminations) areas, in accordance with the schedule or charges, regulations, terms and conditions stated in the interstate or intrastate access service tariffs of the Parties.
- 1.5 The Primary Company denotes the Party with the Primary office(s).
- 1.6 The Primary Office is an office which: (1) directly or jointly connects to an interexchange carrier and /or end user; and (2) provides joint FGA switched access service to that interexchange carrier and/or end user with other end offices.
- 1.7 The Secondary Company denotes the Party with the secondary office(s).
- 1.8 The Secondary Office is any office involved in providing joint FGA switched

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access to an Interexchange carrier and /or end user through the switching facilities of the Primary office.

- 1.9 Revenues under this Exhibit are those FGA Switched Access amounts due the Primary and Secondary Companies under their applicable tariffs, less uncollectible revenues. Revenues for any other services are not included. Uncollectible revenues are those revenues the Primary Company is unable to collect, using its regular established collection procedures. The Primary Company may offset uncollectibles against current revenue distribution.
- 1.10 Access Minutes or Minutes of Use (MOUs) are those minutes of use as described in Part 69 of the Federal Communications Commission's Rules, and are limited to those FGA MOUs which originate and /or terminate in the Secondary Office(s) covered by this Exhibit.
- 1.11 Currently Effective Tariff Rate means the approved tariff rate effective on the first day of the month for which compensation is being calculated.
- 2.0 Undertaking of the Parties
- 2.1 The Secondary Company will notify the Primary Company of all tariff rate revisions affecting this Exhibit, which the FCC or other appropriate regulatory authority allows to take effect, at least 30 days in advance of their effective date. Revenue distribution will be based on the revised rates 45 days after the effective date of the tariff revisions. However, if the Secondary Company fails to notify the Primary Company of a new rate within 30 days of its effective date, the Primary Company may delay implementation of the new rate until the next months revenue distribution cycle, and will not be required to adjust the previous bills retroactively.
- 2.2 Each Party will furnish to the other such information as may reasonably be required for the administration, computation and distribution of revenue, or otherwise to execute the provisions of this Exhibit.
- 3.0 Administration of Revenue Distribution

The Primary Company will be responsible for the administration, computation and distribution of the FGA access service revenues collected on behalf of the Secondary Company.
- 4.0 Minutes of Use (MOUs) Development
- 4.1 The Parties will calculate the amount of FGA revenues due each Party, by

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determining the amount of FGA MOUs attributable to each Party as described below. The Primary Company will then multiply the MOUs by the rates in the Secondary Company's applicable tariff to determine the amounts tentatively due to the Secondary Company.

4.2 Terminating MOUs Development

4.2.1 Actual monthly premium (charged at equal access end office) and non-premium (charged at non-equal access end offices) terminating FGA access MOUs for each office in the LATA or a FGA access EAS area will be measured by the Primary Company.

4.2.2 Where the Primary Company cannot measure or identify the terminating FGA MOUs by end office, terminating MOUs will be total unmeasured MOUs allocated to the LATA. In this event, those MOUs will be distributed based upon the ratio of each Party's subscriber access lines, as identified in Appendix B, which is attached hereto and made a part hereof, to the total subscriber access lines in the FGA access area as determined by the Primary Company.

4.3 Originating MOUs Development

4.3.1 The Primary Company will derive and distribute monthly originating FGA access MOUs, billed by the Primary Company, to each Secondary Company's end office in the EAS calling area, as identified in Appendix A, which is attached hereto and made a part hereof, based upon a ratio of each Party's subscriber access lines to the total subscriber access lines in the appropriate EAS area as determined by the Primary Company.

4.3.2 The Parties recognize that since originating non-EAS calls to the FGA service area are rated and billed as intraLATA toll, such usage is assumed to be minimal. Therefore, originating FGA access MOUs will not be distributed to end offices outside an EAS calling area.

5.0 Calculation of Revenue Distribution

5.1 The amount of premium or non-premium revenues due each Party each month will be equal to the sum of Originating and Terminating premium or non-premium revenue for each end office. These revenues will be calculated by the Primary Company by multiplying each of the Secondary Company's effective interstate and/or intrastate FGA switched access tariff rate elements (except the Local Transport element described below) by the appropriate MOU calculation under Sections 4.2.1 and 4.2.2.

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- 5.2 Local Transport (or its equivalent under the Secondary Company's tariff and called Transport in this agreement) compensation will be determined for each company by multiplying each of the Secondary Company's Transport rates by the appropriate MOUs (as calculated under Sections 4.2.1 and 4.2.2.) by the Secondary Company's percentage ownership of facilities agreed on by the Parties and set out in Appendix B, which is attached hereto and made a part hereof.
- 6.0 Revenue Distribution Amounts, Monthly Statements And Payments
- 6.1 The Primary Company each month will calculate and prepare a monthly compensation statement reflecting the revenue distribution amounts for FGA, both EAS and non-EAS, access service due the Secondary Company.
- 6.2 The monthly compensation statement will show, for each Secondary Office, separately:
- 6.2.1 The total number of non-premium or premium terminating MOUs and revenue.
- 6.2.2 The total number of non-premium or premium originating MOUs and revenues.
- 6.2.3 The total compensation due the Secondary Company, by rate element.
- 6.2.4 The number of terminating MOUs recorded by the Primary Company.
- 6.2.5 The number of originating MOUs estimated by the Primary Company pursuant to Section
- 6.2.6 The number of access lines used to prorate originating usage pursuant to Appendix 1 FGA Section 4.3.1 and 4.3.2.
- 6.2.7 The percent ownership factor, if any, used to prorate Local Transport revenues.
- 6.2.8 Adjustments for uncollectibles.
- 6.3 Within 60 Calendar days after the end of each billing period, the Primary Company will remit the compensation amount due the Secondary Company. Where more than one compensation amount is due, they may be combined into a single payment.
- 7.0 Miscellaneous Provisions
- 7.1 This Exhibit will remain in effect until terminated by thirty (30) calendar days notice by either Party to the other.

APPENDIX A

EAS Locations for Originating and Terminating

Feature Group A Access Service

Primary Office Company		Secondary Office Company		
CLLI CODE	NPA-NXX	CLLI CODE	NPA-NXX	ACCESS LINE

APPENDIX B

Location for LATA Wide Termination
of Feature Group A Access Service in
Non-EAS Calling Areas

SECONDARY OFFICE COMPANY

CLLI CODE	NPA-NXX	Access Line	% Ownership of Transport Facilities	LATA
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ATTACHMENT V

COLLOCATION

Section 1. Introduction

This Attachment sets forth the requirements for Collocation.

Section 2. Technical Requirements

2.1 SWBT shall provide space, as requested by MCIm, to meet MCIm's needs for placement of equipment, interconnection, or provision of service.

2.1.1 In physical collocation of MCIm's equipment within SWBT's space, SWBT shall provide MCIm with an estimate of the cost of construction and date of completion for such physical collocation within thirty-five(35) days from receipt of MCIm's request for physical collocation. MCIm shall have thirty-five(35) days from receipt of SWBT's estimate within which to accept or reject such estimate. If MCIm accepts SWBT's cost estimate, and unless otherwise mutually agreed to by the Parties in writing, the provision of such physical collocation shall be completed in not more than three months from the date of MCIm's acceptance of SWBT's cost estimate for such physical collocation. If a completion date outside the three-month period is not agreed to by the Parties, the issue may be presented to the Commission for determination. [Missouri Award No. 10(4)]

2.1.2 Virtual collocation shall be completed in no more than two months from the date of the request by MCIm for such virtual collocation subject to the availability of equipment selected by MCIm. In such case SWBT will inform MCIm of the equipment delivery date. If the date is not satisfactory to MCIm, then the issue can be presented to the Commission for decision. [Missouri Award No. 10(4)]

2.1.3 Within five (5) business days of MCIm's request for any space, SWBT shall provide a report of the environmental conditions of the space and shall make available for inspection any information in its possession or available to it regarding the environmental conditions of the space provided for placement of equipment and interconnection. Such report and information shall include, but not be limited to the existence and condition of asbestos, lead paint, hazardous substance

contamination, or radon. Information is considered "available" under this Agreement if it is in SWBT's possession, or the possession of a current or former agent, contractor, employee, lessor, or tenant of SWBT's.

2.1.4 SWBT shall allow MCIm to perform any environmental site investigations, including, but not limited to, asbestos surveys, which MCIm deems to be necessary in support of its collocation needs.

2.1.5 If the space provided for the placement of equipment, interconnection, or provision of service contains environmental contamination or hazardous material, particularly but not limited to asbestos, lead paint or radon, which makes the placement of such equipment or interconnection hazardous, SWBT shall offer an alternative space, if available, for MCIm's consideration.

2.1.6 MCIm shall provide SWBT with a list of hazardous materials that are contained in any equipment it places in space provided by SWBT prior to placement of the equipment in the space.

2.2 SWBT shall provide intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) to meet MCIm's need for placement of equipment, interconnection, or provision of service.

2.3 SWBT agrees to allow MCIm's employees and designated agents unrestricted access to MCIm dedicated space in manned SWBT offices twenty-four (24) hours per day, seven (7) days per week. SWBT may place reasonable security restrictions on access by MCIm's employees and designated agents to the MCIm collocated space in unmanned SWBT offices. Notwithstanding, SWBT agrees that such space shall be available to MCIm's employees and designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those SWBT places on their own personnel.

2.4 SWBT shall provide collocation space to MCIm only for equipment used for purposes of interconnection or access to unbundled network elements. Equipment used for interconnection and access to unbundled network elements includes, but is not limited to: (1) transmission equipment such as optical terminating equipment and multiplexers; and, (2) equipment being collocated to terminate basic transmission facilities. Additionally, where space permits, SWBT shall allow MCIm to locate remote switching module equipment (RSMs) in space dedicated to MCIm within SWBT's central office premises, for the purpose of accessing unbundled network elements or for network interconnection. [Missouri Award No.10(3)]

2.4.1 *SWBT shall provide collocation at controlled environmental vaults (CEVs), huts or cabinets. Physical collocation must be provided on a first come, first served basis, provided there is space available for collocation and for reasonable security arrangements. Where no space is available SWBT must provide virtual collocation. SWBT is required to permit interconnection of MCIm's copper and coaxial cable only where MCIm can demonstrate that interconnection of its copper/coaxial facilities would not impair SWBT's ability to serve its own customers or subsequent interconnectors. [Missouri Award No. 10(2)]*

2.5 SWBT shall permit MCIm to directly interconnect its network with that of another collocating telecommunications carrier at the SWBT premises. SWBT shall also permit MCIm to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises. [Missouri Award No. 31]

2.6 SWBT shall permit MCIm to subcontract the construction of physical collocation arrangements with contractors approved by the SWBT, provided, however, that SWBT shall not unreasonably withhold approval of contractors. Approval by SWBT shall be based on the same criteria it uses in approving contractors for its own purposes.

2.7 SWBT shall provide basic telephone service with a connection jack as requested by MCIm from SWBT for the collocated space. Upon MCIm's request, this service shall be available at the MCIm collocated space on the day that the space is turned over to MCIm by SWBT.

2.8 SWBT shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for MCIm's space and equipment. These environmental conditions shall adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards **GR-63-CORE** or other mutually agreed to standards which MCIm may designate.

2.9 SWBT shall provide access to eyewash stations, shower stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for MCIm personnel and its designated agents.

2.10 Where technically feasible, SWBT shall provide all ingress and egress of fiber and power cabling to MCIm collocated spaces in compliance with MCIm's cable diversity standards. The specific level of diversity required for each site or Network Element will be provided in the collocation request.

2.11 SWBT shall ensure protection of MCIm's proprietary subscriber information. Any collocation arrangement shall include provisions for SWBT protecting MCIm's proprietary information.

2.11.1 SWBT will provide a secure area for MCIm's equipment within a wire cage if MCIm requests. MCIm may request other reasonable precautions at its own expense.

2.12 SWBT shall participate in and adhere to negotiated service guarantees, and Performance Standards.

2.13 SWBT shall provide MCIm with written notice five (5) business days prior to those instances where SWBT or its subcontractors may be performing work in the general area of the collocated space occupied by MCIm, or in the general area of the AC and DC power plants which support MCIm equipment. SWBT will inform MCIm by telephone of any emergency related activity that SWBT or its subcontractors may be performing in the general area of the collocated space occupied by MCIm, or in the general area of the AC and DC power plants which support MCIm equipment. **Notification of any emergency related activity shall be made immediately prior to the start of the activity so that MCIm can take any action required to monitor or protect its service.**

2.14 SWBT shall construct the collocated space in compliance with MCIm's collocation request. Any deviation to MCIm's request must be approved in advance by MCIm.

2.15 MCIm and SWBT will complete an acceptance walk through of collocated space requested from SWBT. Exceptions that are noted during this acceptance walk through shall be corrected by SWBT **within five (5) business days** after the walk through. The correction of these exceptions from the original collocation request shall be at SWBT's expense.

2.16 MCIm shall provide to SWBT detailed Telephone Equipment drawings depicting the exact location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for SWBT Point of Termination Bay(s).

2.17 SWBT shall provide detailed drawings depicting the exact path, with dimensions, for MCIm Outside Plant Fiber ingress and egress into MCIm collocated space within ten (10) business days of the acceptance of MCIm's request for collocated space. MCIm shall specify the point of termination of its outside plant in the collocation space. Consistent with 2.1.5 such path and any areas around it in which MCIm must work to perform installation shall

be free of friable asbestos, lead paint (unless encapsulated), radon and other health or safety hazards.

2.18 SWBT shall provide detailed power cabling connectivity information including the sizes and number of power feeders to MCIm within ten (10) days of the acceptance of MCIm's request for collocated space. MCIm shall specify the location of power cabling in its collocation space.

2.19 SWBT shall provide status of collocation construction to MCIm upon request.

2.20 MCIm shall be compensated by SWBT in accordance with Attachment X for any delays in the negotiated completion and turnover dates which create expenditures or delays to MCIm.

2.21 SWBT shall provide the following information to MCIm within five (5) business days of receipt of a written request from MCIm:

2.21.1 Work restriction guidelines.

2.21.2 Technical publication guidelines that impact the design of SWBT collocated equipment.

2.21.3 SWBT contacts (names and telephone numbers) for the following areas:

Engineering
Physical & Logical Security
Provisioning
Billing
Operations
Site and Building Managers
Environmental and Safety

2.21.4 Escalation process for the SWBT employees (names, telephone numbers and the escalation order) for any disputes or problems that might arise pursuant to MCIm's collocation.

2.22 Power as referenced in this document refers to any electrical power source supplied by SWBT for MCIm equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, cable, cable racks and bus bars. SWBT will supply power to support MCIm equipment at equipment specific DC and AC voltages. At a minimum, SWBT shall supply power to MCIm at parity with that provided by SWBT to itself or to any third

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party. If SWBT performance, availability, or restoration falls below industry standards, SWBT shall bring itself into compliance with such industry standards as soon as technologically feasible.

2.22.1 Central office power supplied by SWBT into the MCIm equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated MCIm equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of MCIm equipment. The termination location shall be as requested by MCIm.

2.22.2 SWBT shall provide power as requested by MCIm to meet MCIm's need for placement of equipment, interconnection, or provision of service.

2.22.3 SWBT power equipment supporting MCIm's equipment shall:

2.22.3.1 Comply with applicable industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout;

2.22.3.2 Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for MCIm equipment, or, at minimum, at parity with that provided for similar SWBT equipment;

2.22.3.3 Provide, upon MCIm's request, the capability for real time access to performance monitoring and alarm data that impacts (or potentially may impact) MCIm traffic;

2.22.3.4 Provide central office ground, connected to a ground electrode located within the MCIm collocated space, at a level above the top of MCIm equipment plus or minus two (2) feet to the left or right of MCIm's final request unless MCIm's request prohibits such placement; and

2.22.3.5 Provide feeder capacity and quantity to support the ultimate equipment layout for MCIm equipment in accordance with MCIm's collocation request.

2.22.3.6 SWBT shall, within ten (10) days of MCIm's request:

2.22.3.6.1 Provide documentation submitted to and received from contractors for any contractor bids for any work being done on behalf of MCIIm (this includes, but is not limited to, power supplies, and cage construction);

2.22.3.6.2 Provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing MCIIm services;

2.22.3.6.3 Provide power plant alarms that adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063;

2.22.3.6.4 Provide cabling that adheres to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063;

2.22.3.6.5 Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

2.23 MCIIm shall be allowed to install equipment of its choice for the purposes cited in Section 2.4 of this Attachment V from a SWBT approved vendor, provided that such equipment meets applicable Bellcore, GR-63-NEBS and GR-1089 specifications.. Approved vendors will, at minimum, be vendors SWBT currently approves for their own use. SWBT will approve additional vendors provided they meet Bellcore standards.

2.24 MCIIm may choose to lease unbundled transport from SWBT, or from a third carrier, rather than construct to the SWBT facility where equipment will be collocated.

2.25 SWBT will maintain MCIIm's virtually collocated equipment in a manner at least equal to how it maintains its own equipment. Maintenance includes the change out of electronic cards **provided by MCIIm and per MCIIm's request.**

Section 3. License

SWBT hereby grants MCIIm a license to occupy any premises or rack space which contain collocated equipment, including without limit all necessary ingress, egress, and reasonable use of SWBT's property, for the Term of the Agreement.

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Section 4. Interim Pricing

Pricing for collocation shall be as established in Attachment I.

Section 5. Technical References

SWBT shall provide collocation in accordance with the following standards:

5.1 Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electric Cables, Field Splices, and Connections for Nuclear Power Generating Stations.

5.2 National Electrical Code (NEC) use latest issue.

5.3 TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2, (Bellcore, January 1989).

5.4 TR-EOP-000063 Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988.

5.5 TR-EOP-000151, Generic Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Rectifiers, Issue 1, (Bellcore, May 1985).

5.6 TR-EOP-000232, Generic Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985).

5.7 TR-NWT-000154, Generic Requirements for 24-, 48-, 130, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2, (Bellcore, January 1992).

5.8 TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2, (Bellcore, July 1992).

5.9 TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1, (Bellcore, December 1991).

5.10 TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993.

5.11 Underwriters' Laboratories Standard, UL 94.

ATTACHMENT VI

RIGHTS OF WAY

MASTER AGREEMENT FOR ACCESS
TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY (MISSOURI)

This Agreement is made by and between Southwestern Bell Telephone Company and MCImetro Access Transmission Services, Inc.

Section 1: Parties

1.01 Southwestern Bell Telephone Company. Southwestern Bell Telephone Company ("SWBT") is a corporation chartered in the State of Missouri. SWBT's principal office is located at 1010 Pine Street, St. Louis, Missouri 63101.

1.02 MCIm. MCImetro Access Transmission Services, Inc. (MCIm) is a corporation chartered in the State of Delaware. MCIm maintains an office in Missouri at 100 South Fourth Street, St. Louis, Missouri 63102. MCIm is more fully described in Exhibit II.

Section 2: Purpose Of Agreement

2.01 Primary Purpose of Agreement. The Communications Act of 1934, as amended by the Telecommunications Act of 1996, states that each local exchange carrier has the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier on rates, terms, and conditions that are consistent with the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996. The primary purpose of this Agreement is to set forth the basic rates, terms, conditions, and procedures under which SWBT will provide to MCIm nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

2.02 Effect on Rights and Remedies under Law. The Parties acknowledge that federal and state laws and regulations govern MCIm's right to access to SWBT's poles, ducts, conduits, and rights-of-way and that this Agreement is intended by the Parties to implement, rather than abridge, their respective rights under federal and state law. In the event of an irreconcilable conflict between any provisions of this Agreement and any applicable federal or state laws, rules, regulations, or commission orders, the parties' rights and remedies under such federal and state laws, rules, regulations, or commission orders shall take precedence over the terms of this Agreement.

2.03 Attachment to Interconnection Agreement. As indicated below, this Agreement may be executed either as a stand-alone agreement or as an attachment to a comprehensive interconnection agreement between the Parties and shall be construed accordingly. Except as otherwise specifically stated in this Agreement, the terms of this Agreement shall apply in the event of conflict between the terms of this Agreement and other terms and conditions set forth in the Interconnection Agreement.

2.04 Additional Negotiations. The Parties acknowledge that it may be necessary to amend or supersede this Agreement to conform to changes in the law, streamline procedures for granting access, and resolve complex issues arising by virtue of the presence of competing providers of telecommunications and cable television services on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Each Party shall, therefore, at the request of the other Party, engage in good faith negotiations to supplement, amend or replace this Agreement. *In this regard, the Parties acknowledge that in Cases Nos. TO-97-40 and TO-97-67, the Public Service Commission of Missouri (PSC) has entered an Arbitration Order, dated December 11, 1996, which calls on the Parties in those cases (SWBT, AT&T Communications of the Southwest, Inc., and MCI Telecommunications Corporation and its affiliates) to report to the PSC, six months prior to the expiration of their Interconnection Agreements, on the effectiveness and efficiency of SWBT's methods for administrative approval of requests for pole attachment and conduit space. The PSC has further encouraged the Parties to provide alternatives to the approval process within their reports and stated that "At that time, the Commission will determine if another method should be utilized."* [Missouri Award No. 15]

2.05 This Agreement has been entered into as an Attachment to a comprehensive Interconnection Agreement between the Parties ("Interconnection Agreement") and is referred to in the Interconnection Agreement as Attachment VI Rights of Way.

Section 3: Definitions

3.01 Definitions in general. As used in this Agreement, the terms defined in this Section shall have the meanings set forth below in sections 3.02 to 3.38 except as the context otherwise requires.

3.02 Agreement. The term "Agreement" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. References to the "Interconnection Agreement" refer to the comprehensive Interconnection Agreement, if any, to which this Agreement has been made an attachment. The term "Agreement" includes the following Appendices and forms listed below.

APPENDIX I: Schedule of Fees and Charges (Missouri)

APPENDIX II: Identification of Applicant

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Key: Regular Text = MCI/M/SWBT negotiated language; **Bold Text** = MCI/M language disagreed to by SWBT; *Italics* = Missouri PSC Arbitration Award and stipulation language. ***Bold Italics*** = *Conformed to Award but disagreed to by SWBT*. **Bold Underline** = SWBT language disagreed to by MCI/M.

APPENDIX III: Administrative Forms and Notices

SW-9433: Pole Attachments

SW-9434: Access Application and Make-Ready Authorization

SW-9435: Conduit Occupancy

SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee

SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant

SW-9436C: Notification of Unauthorized Attachments/Conduit Occupancy by Applicant

APPENDIX IV: Insurance Requirements

APPENDIX V: Nondisclosure Agreement

APPENDIX VI: Notices to SWBT

3.03 Anchor. The term “anchor” refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term “anchor” does not include the guy strand which connects the anchor to the pole.

3.04 [Reserved.]

3.05 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term “assigned” refers to space that is occupied by, or has been designated for occupancy by, either Party or by another telecommunications carrier, cable television system, provider of telecommunications services, governmental entity, or other person or entity having occupancy rights. Except as otherwise specifically provided in this Agreement, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency) until the assignment has been released or lapsed. Assignment is further described in Section 8.02 of this Agreement.

3.06 Authorized contractor. **The term “authorized contractor” refers to any contractor, subcontractor, or other vendor mutually approved by MCI and**

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Key: Regular Text = MCI/SWBT negotiated language; **Bold Text** = MCI language disagreed to by SWBT; *Italics* = Missouri PSC Arbitration Award and stipulation language. ***Bold Italics*** = *Conformed to Award but disagreed to by SWBT*. **Bold Underline** = SWBT language disagreed to by MCI.